

This Indenture made this first day of January in the year of our Lord one thousand eight hundred and eighty five between Frank P. Chadwick and Mattie Chadwick his wife (being of lawful age) of the County of Douglas and State of Kansas of the first part and Edward Russell of Lawrence Kansas of the second part;

Witnesseth That the parties of the first part in consideration of the sum of Twelve Hundred Dollars to them in hand paid the receipt whereof is hereby acknowledged have sold and by these presents do grant bargain sell and convey to the said party of the second part his heirs and assigns forever the following tract or parcel of land situated in the County of Douglas and State of Kansas described as follows to wit:

The South West Quarter of Section Twenty six (26) in Township Thirteen (13) South of Range Twenty (20) East of Sixth P.M. The parties of the first part hereby declare that the foregoing land is their legal homestead with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances; that they have good right to sell and convey said premises and that they will warrant and defend the same against the lawful claims of all persons.

This Grant is intended as a Mortgage to secure the payment of the sum of Twelve Hundred Dollars and interest thereon according to the terms of two certain mortgage note and 20 interest notes or coupons this day executed by the said parties of the first part to wit: Note No. 1 for Six Hundred Dollars due January 1st 1885 Note No. 2 for Six Hundred Dollars due January 1st 1890 all dated January 1st 1885 payable to Edward Russell or order at the Merchants Bank of Lawrence Kansas with New York Exch. with interest payable semi-annually on the first days of January and July in each year according to coupons attached to said notes. The parties of the first part further agree that they will pay all taxes and assessments upon the said premises before they shall become delinquent and they will keep the buildings on said property insured in some approved Insurance Company payable in case of loss to the mortgagee or assigns and deliver the policy to the mortgagee as collateral security hereto. Now if such payments be made

The following is endorsed on the original instrument
The note herein described having been paid in full the mortgage
is hereby released and the lien thereby created discharged
At witness my hand this 27 day of Decem. A.D. 1889
Edw. Russell

Recorded January 10th A.D. 1890
Ames Brooks
Register of deeds